

# **EXHIBIT 1**

An adult (18 years or older) member of household must be present during connection and service appointments. Digital programming only available with the digital cable box. See below for terms and conditions.

## General Terms and Conditions of Service

In addition to these General Terms and Conditions of Service, Subscriber agrees to be bound by the terms of service for the applicable Optimum service as set forth at [www.optimum.net](http://www.optimum.net), such as Optimum TV, Optimum Online and Optimum Voice, as well as the Optimum Customer Privacy Notice, as such may be updated from time to time (collectively, the "Terms of Service"), which are incorporated herein by this reference. In the event of any conflict between these Terms and Conditions below and the Terms of Service, the Terms of Service shall control. **YOUR USE OF THE SERVICE IS SUBJECT TO A BINDING ARBITRATION PROVISION THAT AFFECTS YOUR RIGHTS UNDER THIS AGREEMENT WITH RESPECT TO ALL SERVICES. THIS PROVISION INCLUDES A WAIVER OF CLASS ACTIONS AND PROVISIONS FOR OPTING OUT OF ARBITRATION. A FULL COPY IS CONTAINED IN THE TERMS AND CONDITIONS OF SERVICE PROVIDED DURING TIME OF SERVICE APPOINTMENT AND AVAILABLE AT [optimum.net/serviceinfo](http://optimum.net/serviceinfo).**

- 1. Payment of Charges:** Subscriber will be billed monthly in advance for Services to be received, plus prorata charges, if any, for periods not previously billed. Subscriber will be billed monthly for Pay Per View, On Demand or other Services ordered where charges are based on actual usage or on orders placed during the previous month. Subscriber agrees to pay all undisputed monthly charges and all applicable fees and taxes as itemized on the Cablevision monthly bill and notify Cablevision of disputed items within thirty (30) days of receipt, or longer as provided by applicable law. Failure to pay charges billed (including checks returned for insufficient funds) may result in discontinuance of Service, the removal of all Cablevision Equipment (as defined below) and/or imposition of a late payment or service charge. If the Subscriber has more than one account (Business and/or Residential) served by Cablevision, all Cablevision provided Services at all locations may be subject to discontinuance of Service in the event any one account remains unpaid. In the event collection activities are required, an additional collection charge may be imposed.
- 2. Cablevision Property:** All equipment, including but not limited to, any cables, wires, amplifiers, cable boxes, access cards, remotes, cable cards, battery backup units, modems, and routers distributed to and/or installed for use in the Subscriber's service location(s) by or on behalf of Cablevision ("Equipment") remains the property of Cablevision. None of the Equipment shall become a fixture nor shall distribution, installation, and/or use of Equipment, including but not limited to cable boxes and/or set top boxes be deemed a lease of such Equipment. Cablevision property is intended to service and reside at the specific service location and is not to be used off premises without Cablevision authorization. Subscriber must return all Equipment upon substitution of use or termination of Service. Failure to do so will result in a charge to be determined in accordance with Cablevision's then current schedule of charges for non-returned Equipment, which amount shall be due immediately. Subscriber agrees to pay such charge whether the Equipment is lost (through theft or otherwise), damaged or destroyed.
- 3. Disruption of Service:** All Cablevision Services are provided on an "AS IS" and "AS AVAILABLE" basis. In no event shall Cablevision be liable for any failure or interruption of Service, including without limitation those failures and interruptions resulting in part or entirely from circumstances beyond Cablevision's reasonable control. Subject to applicable law, credit with respect to Subscriber's recurring monthly subscription fee shall be given for qualifying outages of Cablevision Services.
- 4. Repair of Cablevision Equipment:** Cablevision will repair and/or replace defective Equipment, if any, as long as such damage was not caused by misuse or other improper operations or handling by Subscriber. Cablevision is not responsible for the maintenance or repair of Subscriber-provided equipment, including but not limited to television sets, or other video equipment, computers, modems, or any other related Subscriber-provided equipment. Cablevision makes no warranties, with respect to Equipment or Service provided by Cablevision or with respect to the Equipment's compatibility with any Subscriber-provided equipment.
- 5. Subscriber Property:** Cablevision assumes no responsibility and shall have no responsibility for the condition or repair of any Subscriber-provided equipment and/or software. Subscriber is responsible for the repair and maintenance of Subscriber-provided equipment and/or software. Cablevision is not responsible or liable for any loss or impairment of Cablevision's Service due in whole or in part to a malfunction, defect or otherwise caused by Subscriber-provided equipment and/or software.
- 6. Taxes:** Subscriber agrees to pay any local, state or federal taxes imposed or levied on or with respect to the Services, the Equipment or installation or service charges incurred with respect to the same.
- 7. Care of Cablevision Property:** Subscriber agrees that neither Subscriber nor any other person (except Cablevision's authorized personnel) will open, tamper with, service, make any alterations to, or remove any Equipment from the service address of initial installation. Any alteration, tampering, removal, etc. or the use of equipment which permits the receipt of Services without authorization or the receipt of Services to an unauthorized number of outlets, or to unauthorized locations constitutes theft of service and is prohibited.
- 8. Access to Subscriber Premises:** Subscriber authorizes Cablevision and its employees, agents, contractors and representatives to access and otherwise enter the Subscriber's premises to install, inspect, maintain and/or repair the Equipment and, upon the termination of Service, to remove the same from the premises. Cablevision's failure to remove its Equipment shall not be deemed an abandonment thereof. Optimum's failure to remove its Equipment shall not be deemed an abandonment thereof.

- 9. Assignment or Transfer:** This Agreement and the Services and/or Equipment supplied by Cablevision are not assignable or otherwise transferable by Subscriber, without specific written authorization from Cablevision.
- 10. Termination of Service:** Unless otherwise terminated in accordance with the terms hereof or the Terms of Service, this agreement shall automatically renew on a month-to-month basis. Subscriber acknowledges that upon such renewal all pricing is subject to change.
- 11. Breach of Agreement:** In the event of any breach of this agreement (including the Terms of Service) by Subscriber, the failure of Subscriber to abide by the rates, rules and regulations of Cablevision, the failure of Subscriber to provide and maintain accurate registration information, or any illegal activity by the Subscriber using the Service, this agreement may be, at Cablevision's option, terminated and Cablevision's Equipment removed. Subscriber shall pay reasonable collection and/or attorney's fees to Cablevision in the event that Cablevision shall find it necessary to enforce collection or to preserve and protect its rights under this agreement.
- 12. Security Deposit:** Any security deposit given by Subscriber for the Equipment or Cablevision's Service will be due and payable upon the first monthly billing. Such security deposits will be returned to Subscriber within sixty (60) days of termination of Cablevision's Service so long as payment has been made for all amounts due on Subscriber's account and Subscriber has returned the Cablevision Equipment undamaged.
- 13. Content and Services:** All content, program services, program packages, number of channels, channel allocations, broadcast channels, interactive services, email, data offerings and other services are subject to change in accordance with applicable law.
- 14. Rates:** All rates are subject to change in accordance with applicable law.
- 15. Late Fee:** If your account is 30 days past due, a reminder message will be included on your monthly bill. If your past due balance remains unpaid, you may be charged an applicable late fee in addition to your past due balance at Cablevision's then current rate. If your account remains unpaid your Services may be disconnected. You can avoid incurring late fees by paying your monthly bill promptly. Any late fees assessed are not considered interest or penalties. Cablevision expects that you will pay for Services on a timely basis, and Cablevision does not extend credit to customers.
- 16. Disclaimer:** Cablevision assumes no liability for any program, services, content or information distributed on or through the Services and Cablevision expressly disclaims any responsibility or liability for your use thereof. Further, Cablevision shall not be responsible for any products, merchandise or prizes promoted or purchased through the use of the Services.
- 17. Right to Make Credit Inquiries:** You authorize Cablevision to make inquiries and to receive information about your credit experiences, including your credit report, from others, to enter this information in your file, and to disclose this information concerning you to appropriate third parties for reasonable business purposes.
- 18. Arbitration:** Full copy available in the Terms of Service, available at [optimum.net/serviceinfo](http://optimum.net/serviceinfo).
- 19. Entire Agreement:** These Terms and Conditions (including the Terms of Service) constitute the entire agreement between the Subscriber and Cablevision. No undertaking, representation or warranty made by an agent or representative of Cablevision in connection with the sale, installation, maintenance or removal of Cablevision's Services or Equipment shall be binding on Cablevision except as expressly included herein.

### CENTRAL STATION MONITORED ALARM SERVICE LIMITATIONS.

Although we will provide a wire connection so that Optimum Voice services are available for use with your existing security and fire systems, it is your responsibility to follow-up with your alarm company to confirm that they have your correct and current phone number and to perform any periodic operational tests that your central station-monitoring provider might recommend. You further understand that in the event of an outage your Optimum Voice service will not be available to contact your central station-monitoring provider.

Cablevision does not support the use of any Optimum Voice service as a connection for (i) emergency medical alert systems or (ii) all high security monitoring systems (UL 681 or similar). If you have any such systems, you must use an alternative connection.

Effective July 11, 2014

\* Special offer for a limited time. Multi-Product promotional rate limited to one modem per household. Customer must maintain all three services at the required levels for promotion term to maintain promotional pricing. One-time installation fee may apply to standard aerial installation on up to three TVs and one modem in wired, serviceable areas. Additional non-standard installation fees may apply. Fee for Professional Installation, customer installation and any additional fees will appear on your Optimum bill. Multi Product Offer available to new residential customers and current residential Non-Video and Video Only customers. A digital cable box is required for standard digital, DVR and HD services (at an additional monthly charge) for each television set to receive digital, international and interactive services. Depending on where you live, some or all of your service and equipment rates, plus certain additional charges, may be subject to state and local fees of 0-5.3% and an FCC user fee of 8¢, which will be added to your monthly bill. A Sports and Broadcast TV Surcharge of \$5.98 applies. In addition, CT, NJ and NY require collection of taxes on certain services.

\*\* Multi-Room DVR not available to Broadcast Basic Customers.

\* In order to receive pricing set forth herein, additional computers/phones must be in same household.

\*\* Optimum Online is a requirement for Optimum Online Ultra 50, Optimum Online Ultra 75 and Optimum Online Ultra 101.

\*\*\* Monthly modem lease fee applies for all new modems provided by Optimum.

† OPTIMUM VOICE WORLD CALL available to Optimum Voice customers. Residential accounts in good standing only. Monthly rate of \$19.95 includes 250 minutes per monthly billing cycle of international calls, which includes up to 30 minutes of calling to Cuba per monthly billing cycle. Customers exceeding 250 total international minutes or 30 minutes to Cuba in a given monthly billing cycle will automatically be charged an additional \$19.95 for an additional block of 250 minutes, which includes up to 30 minutes to Cuba for use that billing cycle month. Customers that use all of their 30 minutes to Cuba from their additional minute block will be blocked from calling Cuba until the beginning of their next billing cycle. Customers exceeding 500 minutes in a given billing cycle will be billed per minute for add'l usage. Available only via direct dial from customer's Optimum Voice phone. Remote dialing is not available. Calls to satellite phones and audiotext lines/destinations not available.

†† THE OPTIMUM REWARDS program is available to residential accounts in good standing only. Customers must maintain the required levels of service for Optimum Value or above plus Optimum Online and Optimum Voice. See [optimumrewards.com](http://optimumrewards.com) for details.

Optimum Voice is only available to Optimum Online customers. Optimum Voice: Sales tax, E-911 and the Federal Universal Service Fund (USF) may apply. Additionally, in NY excise taxes may apply.

If customer changes level of video service, Optimum Online rates will be adjusted accordingly.

Some non-standard installation fees may apply.

Professional Installation applies to standard aerial installation on one computer in wired serviceable areas where Optimum Online is available.

Fees for Professional Installation, customer installation and any additional fees will appear on your Optimum bill.